

## **Exhibit 2**

TSA Language	Analogous Statute Language	Case	Holding
<p>“In damages, a buyer shall recover (a) <b>the consideration the buyer paid for the security plus interest thereon at the legal rate from the date of payment by the buyer</b>, less (b) the greater of: (i) the value of the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security; or (ii) the actual consideration received for the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security.” Tex. Civ. Stat. art. 581-33(D)(3).</p>	<p>“[F]or <b>the full amount paid, together with interest from the date of payment for the securities sold at the rate of the interest or dividend stipulated in the securities sold (or if no rate is stipulated, then at the rate of 10% per annum)</b> less any income or other amounts received by the purchaser on the securities, upon offer to tender to the seller or tender into court of the securities sold or, where the securities were not received, of any contract made in respect of the sale.” 815 Ill. Comp. Stat. 5/13(A)(1).</p>	<p><i>Nat’l Credit Union Admin. Bd. v. UBS Sec. LLC</i>, 2016 WL 1179203 (S.D.N.Y. Mar. 24, 2016).</p>	<p>Declining Principal Balance</p>
<p>“In damages, a buyer shall recover (a) <b>the consideration the buyer paid for the security plus interest thereon at the legal rate from the date of payment by the buyer</b>, less (b) the greater of: (i) the value of the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security; or (ii) the actual consideration received for the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security.” Tex. Civ. Stat. art. 581-33(D)(3).</p>	<p>“[T]o recover <b>the consideration paid for such security with interest thereon</b>, less the amount of any income received thereon, upon the tender of such security, or for damages if he no longer owns the security.” 15 U.S.C. § 77l.</p>	<p><i>Fed. Hous. Fin. Agency v. Nomura Holding Am., Inc.</i>, 2015 WL 640875 (S.D.N.Y. Feb. 16, 2015).</p>	<p>Declining Principal Balance</p>

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<p>“In damages, a buyer shall recover (a) <b>the consideration the buyer paid for the security plus interest thereon at the legal rate from the date of payment by the buyer</b>, less (b) the greater of: (i) the value of the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security; or (ii) the actual consideration received for the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security.” Tex. Civ. Stat. art. 581-33(D)(3).</p>	<p>“[T]o recover <b>the consideration paid for such security, together with interest thereon at the annual rate of six percent</b>, costs, and reasonable attorneys’ fees, less the amount of any income received on the security, upon the tender of such security, or for the substantial equivalent in damages if he no longer owns the security.” Va. Code § 13.1-522(A).</p>	<p><i>Fed. Hous. Fin. Agency v. Nomura Holding Am., Inc.</i>, 2015 WL 640875 (S.D.N.Y. Feb. 16, 2015).</p>	<p>Declining Principal Balance</p>
<p>“In damages, a buyer shall recover (a) <b>the consideration the buyer paid for the security plus interest thereon at the legal rate from the date of payment by the buyer</b>, less (b) the greater of: (i) the value of the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security; or (ii) the actual consideration received for the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security.” Tex. Civ. Stat. art. 581-33(D)(3).</p>	<p>“[T]o recover <b>the consideration paid for the security, interest at the rate used in the Superior Court of the District of Columbia from the date of payment</b>, costs, and reasonable attorneys’ fees, less the amount of any income received on the security, upon the tender of the security and any income received on it.” D.C. Code § 31-5606.05(b)(1)(A).</p>	<p><i>Fed. Hous. Fin. Agency v. Nomura Holding Am., Inc.</i>, 2015 WL 640875 (S.D.N.Y. Feb. 16, 2015).</p>	<p>Declining Principal Balance</p>

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<p>“In damages, a buyer shall recover (a) <b>the consideration the buyer paid for the security plus interest thereon at the legal rate from the date of payment by the buyer</b>, less (b) the greater of: (i) the value of the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security; or (ii) the actual consideration received for the security at the time the buyer disposed of it plus the amount of any income the buyer received on the security.” Tex. Civ. Stat. art. 581-33(D)(3).</p>	<p>“[A] purchaser may recover <b>the consideration paid for the security, plus interest at the legal rate</b>, less the amount of any income received on the security, upon tender of the security.” Cal. Corp. Code § 25501.</p>	<p><i>Charles Schwab Corp. v. Banc of America Sec. LCC</i>, 2014 WL 9865537 (Cal. Super. Ct. San Francisco Cnty. Nov. 10, 2014).</p>	<p>Declining Principal Balance</p>

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